

2611 IFW

PATENT
Docket No. 20004/303-2IN THE UNITED STATES PATENT
AND TRADEMARK OFFICE

Applicant(s):

John S. Houston

U.S. Serial No.: 10/026,872

For: "Cooperative System for
Measuring Electronic Media"

Filed: December 21, 2001

Group Art Unit: 2611

) I hereby certify that this paper and the
) documents referred to as enclosed
) therewith are being deposited with the
) United States Postal Service as first
) class mail, postage prepaid, in an
) envelope addressed to Commissioner
) for Patents, P.O. Box 1450,
) Alexandria, Virginia 22313-1450 on
) this date:

Date:

August 4, 2006

James A. Flight

Attorney for Applicant(s)

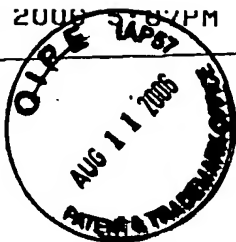
Registration No. 37,622

**POWER OF ATTORNEY, REVOCATION OF PRIOR POWERS AND
CHANGE OF CORRESPONDENCE ADDRESS**

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

Sir:

NIELSEN MEDIA RESEARCH, INC., the assignee of the entire interest in
the above-identified application as evidenced by the chain of title from the original
owner(s) to the assignee as set forth in the attached assignment documents, hereby
revokes all Powers of Attorney previously given in this application.



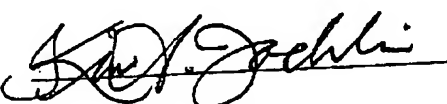
POWER OF ATTORNEY: The attorneys and agents of Customer No. 34431, Hanley, Flight & Zimmerman, LLC., Suite 4220, 20 North Wacker Drive, Chicago, Illinois 60606, are hereby appointed with full powers of substitution and revocation, to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

I have reviewed the Assignment documents, and to the best of assignee's knowledge and belief, title is in the assignee seeking to take action.

CHANGE OF CORRESPONDENCE ADDRESS: Send all correspondence and direct all telephone calls related to this application to: James A. Flight, Registration No. 37,622, Customer No. 34431, Hanley, Flight & Zimmerman, LLC., Suite 4220, 20 North Wacker Drive, Chicago, Illinois 60606, telephone number (312) 580-1020.

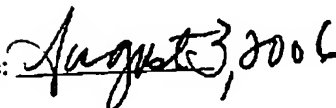
The undersigned is authorized to execute this document on behalf of the assignee.

NIELSEN MEDIA RESEARCH, INC.
770 Broadway
New York, New York 10003

By: 

Name: Kim A. Jacklin, Esq.

Title: VNU Associate General Counsel
and Chief Patent Counsel

Date: 



Execution Copy

PATENT PURCHASE AGREEMENT

by and between

ONE RIVER WORLDTREK, INC.

and

NIELSEN MEDIA RESEARCH, INC.

dated as of

July 1, 2004



PATENT PURCHASE AGREEMENT

This Patent Purchase Agreement (the "Agreement"), dated as of July 1, 2004, is made by and between One River Worldtrek, Inc., ("Worldtrek") a corporation organized under the laws of the State of Delaware, with its principal place of business at P.O. Box 20193 New York, NY 10014, and Nielsen Media Research, Inc., ("NMR"), a corporation organized under the laws of the State of Delaware, with a principal place of business at 770 Broadway, New York, New York 10003, hereinafter referred to as a "Party" in the singular and as the "Parties" in the plural.

WHEREAS, Worldtrek owns all right, title and interest in and to the Patents (as hereinafter defined); and

WHEREAS, the Patents relate to a method for metering media content; and

WHEREAS, NMR is in the business of providing television audience measurement services to its clients including, among others, advertisers, advertising agencies, media planners, broadcasters, publishers and distributors; and

WHEREAS, NMR wishes to purchase the Patents; and

WHEREAS, Worldtrek desires to sell NMR the Patents; and

WHEREAS, it is the mutual desire of Worldtrek and NMR to set forth in this Agreement the terms and conditions under which NMR shall purchase the Patents;

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

DEFINITION OF TERMS

"Patents" The Patents shall mean and include the United States and corresponding foreign letters patent and patent applications set forth below.

US Issued Patent

- US Patent No. 6,353,929

US Pending Patents

- United States Patent Application Serial No. 10/026,872
- United States Patent Application Serial No. 10/283,953

Foreign Pending Patents

- European Patent Application No. 98 932 785.3, claiming priority to PCT/US98/12770

and any patents issuing therefrom for the life of such patents

PATENTS PURCHASE

Purchase of the Patents. Worldtrek hereby assigns and agrees to assign to NMR all right, title and interest in and to the Patents. From time to time, at the request of NMR and without further consideration, Worldtrek shall execute and deliver such further instruments of conveyance and transfer and take such other actions as NMR may reasonably require to more effectively convey and transfer the Patents to NMR.

Conveyance of Prosecution History. Upon execution of this Agreement, Worldtrek agrees to cede control of all of the files retained by Worldtrek's Patent counsel on behalf of Worldtrek that relate to the Patents, not including a copy of any Patents identified on the face of the Patents. Worldtrek further agrees to provide, within four weeks of execution of this Agreement, a written summary identifying, to the best of Worldtrek's knowledge, any and all dates on which the inventions claimed in the Patents were conceived and reduced to practice. To the extent that Worldtrek is not able to provide specific dates on which conception and reduction to practice occurred, Worldtrek agrees to estimate a range of dates within which conception and reduction to practice occurred, e.g., no earlier than a first date and no later than a second date.

REDACTED

REPRESENTATIONS AND WARRANTIES

The following representations and warranties are being made as of the date of this Agreement:

Ownership and Other Matters. Worldtrek represents and warrants that (i) it is the owner of the entire, unencumbered, worldwide, right, title and interest in and to

the Patents and in and to all of the inventions claimed therein; (ii) it has the right and power to assign and/or sell the Patents; and (iii) there are no other agreements with any other person in conflict with such a sale and/or assignment. Worldtrek also represents and warrants that it has no subsidiaries and there is no entity that exercises control over Worldtrek.

Third Party Rights and Claims. Worldtrek represents that (i) it has not determined that any third party patents dominate the Patents in any jurisdiction anywhere in the world; and (ii) it has not received notice of claims or actions for infringement with respect to any items or processes that embody or utilize the inventions of the Patents anywhere in the world.

Third Party Licenses. Worldtrek has not granted any party, other than NMR, any rights to the Patents.

Validity/Enforceability. Worldtrek represents that to the best of its knowledge there has been no act, fact, occurrence, omission, commission or thing that has given rise to Worldtrek's reasonable belief that any individual claim of the Patents Application is unpatentable, invalid, void or unenforceable.

Patent Viability. Worldtrek represents that, to the best of its knowledge, the Patents have been properly maintained by the payment of all required fees and by the performance of all required acts.

Patents. Except as set forth above, there are no other U.S. or foreign patents or patent applications, either pending or in preparation, of Worldtrek that cover, in whole or in part, the subject matter disclosed and/or claimed in the Patents.

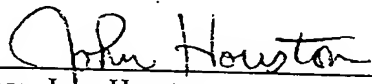
Corporate Authority. Each party represents that it has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement have been duly and validly executed and delivered by each party and constitutes a valid and binding obligation of each party enforceable against each Seller in accordance with its terms.

REDACTED


REDACTED

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth above.

One River Worldtrek, Inc.

By 
Name: John Houston
Title: Chief Executive Officer

Nielsen Media Research, Inc.

By 
Name: Robert Luff
Title: Chief Technology Officer